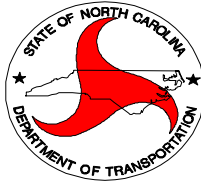


STATE OF NORTH CAROLINA  
**DEPARTMENT OF TRANSPORTATION**



DIVISION 2

**CONTRACT PROPOSAL**  
**SMALL BUSINESS ENTERPRISE**

**WBS ELEMENTS:** 2B.101611, 2B.201611, 2B.102511, 2B.202511, 2B.106911,  
2B.206911, 2.101611, 2.201611, 2.102511, 2.202511, 2.106911,  
2.206911

**COUNTIES:** Carteret, Craven, Pamlico

**DESCRIPTION:** Cutting and Removal of Vegetation and Debris at  
Designated Bridges, Culverts, Pipes, Guardrails and  
Guiderails

**PRE-BID CONFERENCE:** Wednesday, September 21, 2011

**BID OPENING:** Tuesday, October 4, 2011

**NOTICE:**

UNDER THE PROVISIONS OF THIS PROGRAM, A NC GENERAL CONTRACTOR'S LICENSE IS NOT REQUIRED NOR IS CONTRACT PAYMENT AND CONTRACT PERFORMANCE BONDS REQUIRED. BIDDERS SHALL COMPLY WITH ALL OTHER APPLICABLE LAWS, INCLUDING BUT NOT LIMITED TO, THOSE REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING, AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

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NAME OF BIDDER

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ADDRESS OF BIDDER

**RETURN BIDS TO:**

N. C. DEPARTMENT OF TRANSPORTATION  
Attn: Aaron Bullard, PE  
105 Pactolus Highway  
P O Box 1587  
Greenville, NC 27835-1587

Per items 11 - 13 of the instructions on page 2

## **CONTENTS**

<b>Instructions to Bidders .....</b>	<b>2</b>
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### **Project Special Provisions - General**

Description.....	3
Small Business Enterprise Program .....	3
Mandatory Pre-Bid Conference .....	3
Contract Time and Liquidated Damages .....	3
Intermediate Contract Time Number 1 .....	4
Liability Insurance.....	5
Bids.....	6
Engineer.....	6
Payment .....	6
Prosecution and Progress .....	6
Extension of Contract Time .....	6
Claims for Additional Compensation or Extension of Time .....	7
Contractor Claim Submittal Form.....	7
Legal Relations and Responsibility to Public .....	7
Gifts from Vendors and Contractors .....	7

### **Project Special Provisions – Roadway**

Cutting and Removal of Vegetation .....	8
Litter Pick-Up .....	9
Posted Weight Limits .....	9
Cooperation with State Forces .....	9
Traffic Control .....	9

### **Standard Special Provisions**

Availability of Funds – Termination of Contracts .....	11
Errata .....	12
Plant and Pest Quarantines .....	16
Minimum Wages .....	17

### **Execution of Bid Sheets**

#### **Contract Bid Form**

#### **Summary of Quantities**

#### **Details**

#### **Maps**

# **INSTRUCTIONS TO BIDDERS**

## **PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.**

**All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.**

1. The bid form furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID FORM FROM THE PROPOSAL!**
2. All entries on the bid form, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. Unit prices shall be limited to two (2) decimal places.
4. An amount bid shall be entered on the bid form for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the form.
5. The total amount bid shall be written in figures in the proper place on the bid form. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
  - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
  - b. Name and signature of individual or representative submitting bid and position or title.
  - c. Name, signature, and position or title of witness.
  - d. Federal Identification Number (or Social Security Number of Individual)
  - e. Contractor's License Number (if Applicable)
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID FORM STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION TWO ENGINEER'S OFFICE AT 105 PACTOLUS HIGHWAY, GREENVILLE, NC 27834 BY 11:00 AM ON TUESDAY, OCTOBER 4, 2011.**
12. The sealed bid must display the following statement on the front of the sealed envelope:

**ATTN: AARON BULLARD, PE  
QUOTATION FOR VEGETATION REMOVAL AT BRIDGES, CULVERTS, PIPES,  
GUARDRAILS AND GUIDERAILS IN CARTERET, CRAVEN, PAMLICO COUNTIES  
TO BE OPENED AT 11:00 AM, Tuesday, October 4, 2011**

13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**NC DEPARTMENT OF TRANSPORTATION  
ATTN: AARON BULLARD, PE  
PO BOX 1587  
GREENVILLE, NC 27835-1587**

## **AWARD OF CONTRACT**

**The award of the contract, if it be awarded, will be made to the lowest responsible Bidder. The lowest responsible will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.**

**DIVISION CONTRACT**  
**PROJECT SPECIAL PROVISIONS - GENERAL**

**DESCRIPTION:**

This contract is for the cutting and removal of vegetation and debris at designated bridges, culverts, pipes, guardrails, and guidrails in Carteret, Craven, and Pamlico Counties.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of *Transportation Standard Specifications for Roads and Structures, July 2006*, the North Carolina Department of Transportation *Roadway Standard Drawings, July 2006*, and the current edition of the *Manual of Uniform Traffic Control Devices* (MUTCD).

The Contractor shall keep himself fully informed of all Federal, State, and Local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the *2006 Standard Specifications*.

**SMALL BUSINESS ENTERPRISE PROGRAM:**

This is a Small Business Enterprise (SBE) Program project, and as such, it is restricted to businesses grossing less than \$1,500,000, excluding materials, during the previous calendar year. Contractors must be certified as a SBE Contractor by the Contractual Services Unit of NCDOT and listed as such in the Directory of Transportation Firms at the time of bid opening. Certification requirements and additional SBE Program information may be found at <http://www.ncdot.org/business/ocs/sbe/>.

As authorized by G.S. 136-28.10 (Highway Fund and Highway Trust Fund Small Project Bidding), the Department's normal bonding and licensing requirements are waived for this SBE project.

**MANDATORY PRE-BID CONFERENCE:**

In order to bid on this contract, all prospective bidders must attend the Pre-Bid Conference to be held on **Wednesday, September 21, 2011 at 10:00 AM at the Division 2 Office Conference Room, located at 105 Pictolus Hwy, Greenville, NC**. This meeting will begin promptly at 10:00 PM. Prospective bidders arriving after the 2:00 PM starting time will not be allowed to bid. The Conference will be conducted by Department personnel for the purpose of providing additional information about the project and to give all bidders an opportunity to ask any questions they may have. **Only bids received from the bidders who have attended and properly registered at the Pre-Bid Conference will be considered.**

Attendance at the Pre-Bid Conference will not meet the requirements of proper registration unless the individual attending has registered with the following information:

1. The individual writes his/her name on the official roster.
2. The individual writes in the name and address of the company he/she represents.
3. Only one company is shown as being represented by the individual attending.
4. The individual is an officer or permanent employee of the firm they represent.

**CONTRACT TIME AND LIQUIDATED DAMAGES:**

The basis of the contract shall be for two (2) cycles per item. The date of availability for the first cycle is **November 7, 2011**. The date of availability for the second cycle is **June 4, 2012**.

The completion date for the first cycle is **March 2, 2012**. The completion date for the second cycle is **September 26, 2011**.

The Contractor shall submit a bid for one (1) year. At the option of the Department, this contract may be extended for two (2) additional periods of one (1) year each for a maximum period of three (3) years total. If the contract is extended, the unit bid prices will be increased by three (3) percent for each one (1) year extension. No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. The Engineer will notify the Contractor in writing no later than 30 calendar days prior to the contract expiration if the contract is to be extended. The Contractor must notify the Engineer in writing within 15 calendar days of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be considered as a rejection of contract extension.

The contract availability and completion dates will shift 1 day with each renewal cycle in order to remain on the same day of the week as the initial contract period.

The Contractor may begin work prior to the availability date upon approval of the Engineer or his duly authorized representative. If such approval is given, and the Contractor begins work prior to the date of availability, the Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

The liquidated damages for this contract are **Three Hundred Dollars (\$300.00)** per calendar day.

#### **INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES**

(2-20-07)

SP1 G14 B

The Contractor shall not narrow or close a lane of traffic, detain and/or alter the traffic flow on or during holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

#### **HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS**

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of 5:00 p.m. December 31st and 8:00 a.m. January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until 8:00 a.m. the following Tuesday.
3. For **Easter**, between the hours of 5:00 p.m. Thursday and 8:00 a.m. Monday.
4. For **Memorial Day**, between the hours of 5:00 p.m. Friday and 8:00 a.m. Tuesday.
5. For **Independence Day**, between the hours of 5:00 p.m. the day before Independence Day and 8:00 a.m. the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of 5:00 p.m. the Thursday before Independence Day and 8:00 a.m. the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of 5:00 p.m. Friday and 8:00 a.m. Tuesday.
7. For **Thanksgiving Day**, between the hours of 5:00 p.m. Tuesday and 8:00 a.m. Monday.

8. For **Christmas**, between the hours of 5:00 p.m. the Friday before the week of Christmas Day and 8:00 a.m. the following Tuesday after the week of Christmas Day.

Holidays and holiday weekends shall include New Year's, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that lane closures are not required during these periods, unless otherwise directed by the Engineer.

The time of availability for this intermediate contract work shall be the time the Contractor begins to install all traffic control devices for lane closures according to the time restrictions listed herein.

The completion time for this intermediate contract work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated herein and place traffic in the existing traffic pattern.

The liquidated damages are **Three Hundred Dollars (\$300.00)** per hour.

**LIABILITY INSURANCE:**

(11-18-08)

SP1 G80

**Page 1-68, Article 107-16 is amended to include the following as the first, second, third and fourth paragraphs:**

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence for all of the above insurance requirements to the Engineer.

**BIDS:**

In accordance with GS 136-28.10, if the total bid amount of the contract exceeds \$500,000.00, the bid will not be considered for award.

**ENGINEER:**

The Engineer for this project shall be the Division 2 Engineer, Division of Highways, North Carolina Department of Transportation, acting directly or through a duly authorized representative, such representative acting within the scope of particular assigned duties or authority.

**PAYMENT:**

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. Compensation for all pay items shall be in accordance with the *Standard Specifications*. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period.

Request for payment shall be made by Contractor's Invoice submitted to:

**NC Department of Transportation  
Attn: John Hughes  
PO Box 371  
New Bern, NC 28560**

All invoice items and unit costs shall correspond to contract pay items. In the event of error or discrepancy in items or unit costs, the Department may return the invoice to the Contractor for correction.

**PROSECUTION AND PROGRESS:**

The Contractor's operations are restricted to daylight hours. **No work may be performed on Sundays and Legal State holidays.** Work shall only be performed when weather and visibility conditions allow safe operations.

The Contractor shall prepare and submit to the Engineer a proposed schedule of operations prior to beginning work on this project. The schedule should indicate the proposed chronological sequence of operations and may be revised within the limits of the contract with the approval of the Engineer.

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operations in writing.

The Contractor's vehicles and equipment shall not be parked on state right-of-way overnight or at other times when work has been suspended unless approved by the Engineer. The Engineer may designate specific locations for parking equipment.

The Contractor shall temporarily remove his equipment from the travel way for emergency vehicles and school buses as directed by the Engineer.

#### **EXTENSION OF CONTRACT TIME:**

Failure on the part of the Contractor to furnish bonds or certifications or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the contract time. If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and the purchase order authorization is not available by the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the purchase order authorization is delayed after the date of availability.

#### **CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME:**

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer with detailed justification within thirty (30) days after receipt of the final invoice payment. The failure of the Contractor to submit the claim(s) within thirty (30) days shall be a bar to recovery.

#### **CONTRACTOR CLAIM SUBMITTAL FORM:**

(9-16-08)

SP1G140

If the Contractor elects to file a written claim or requests an extension of contract time, it shall be submitted on the *Contractor Claim Submittal Form (CCSF)* available through the Construction Unit or [http://ncdot.org/doh/operations/dp\\_chief\\_eng/constructionunit/formsmanuals/](http://ncdot.org/doh/operations/dp_chief_eng/constructionunit/formsmanuals/).

#### **LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC:**

(12-19-06)(Rev 3-16-10)

SP1 G151

Revise the *2006 Standard Specifications* as follows:

**Page 1-60, 107-2 Assignment of Claims Void**, replace the reference from *G.S. 143-3.3* to ***G.S. 143B-426.40A***.

**Page 1-69, 107-18 Contractor's Responsibility for Work**, in the first paragraph, last sentence, replace the word *legally* with the word ***contractually***.

#### **GIFTS FROM VENDORS AND CONTRACTORS:**

(12-15-09)

SP1 G152

By Executive Order 24, issued by Governor Perdue, and *N.C. G.S. § 133-32*, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.



For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *G.S. § 133-32*.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

**DIVISION CONTRACT**  
**PROJECT SPECIAL PROVISIONS – ROADWAY**

**CUTTING AND REMOVAL OF VEGETATION:**

The Contractor shall cut all vegetation, accessible by foot, up to three inches (3") in diameter as measured six inches (6") from the ground. The Contractor shall cut undesirable weeds, vines, shrubs, and any other herbaceous and woody growth. The remaining cut vegetation shall be a maximum height of three inches (3") for grass and weedy vegetation and a maximum height of one inch (1") for woody vegetation. For any cut woody vegetation, the Contractor shall both remove the cut woody vegetation from the right of way and properly dispose of it or the contractor shall chip all heavy brush/tree branches and spread the shavings at the project site by the end of each week.

The normal area for cutting and removal of vegetation, clippings, and debris around each PRIMARY bridge, culvert, and pipe site will be measured as forty-five feet (45') from the outer limits of the structure or to the bottom of the slope, whichever is greater. The normal areas also include the area between dual bridges and underneath all bridges (see Detail No.1).

The normal area for cutting and removal of vegetation, clippings, and debris around each SECONDARY bridge, culvert, and pipe site will be measured as thirty-five feet (35') from the outer limits of the structure or to the bottom of the slope whichever is greater. The normal area also includes underneath all bridges (see Detail No.2).

The normal area at all sites shall be reduced if it exceeds the state maintained ROW (i.e. existing line of secondary growth). The Contractor shall not surpass the state maintained ROW limits unless directed by the Engineer.

The normal area for cutting and removal of vegetation at guardrail will be the area beginning at the edge of the pavement and extending five feet (5') beyond the back of the guardrail. In addition, the cutting area shall extend out five feet (5') past the end of the guardrail. This shall include any guardrail attached or under the above-noted structures. The normal area for guardrail mowing will also include areas between guardrails that are inaccessible by normal highway mowing equipment and do not receive routine mowing. The normal cutting area for cutting and removal of guiderail will be three feet (3') on each side of the median guiderail, and shall extend out three feet (3') past the end of the guiderail.

Payment for guardrail and guiderail will be for the actual number of linear feet of guardrail/guiderail for which the surrounding area has been satisfactorily cleaned and accepted in accordance with the Special Provisions of this contract. Payment for this item shall be full compensation for all labor, equipment, maintenance of traffic, and all other incidentals necessary to complete the work in this contract.

The contractor will notify the Transportation Supervisor, Mr. Brad Price, daily of his intended schedule of work. This will allow the technician to schedule his inspections accordingly. This contact information will be provided upon award of contract.

The Contractor shall provide a minimum of four fully operated straight shaft string trimmers or comparable equipment and a service vehicle to complete the project. The Contractor may cut the vegetation by mowing, cutting, weed eating, or other approved methods that are comparable to a minimum of four fully operated straight shaft trimmers.

The Contractor shall be responsible for all cost or charges incurred in the operation and maintenance of the equipment during the term of the contract including, but not limited to; fuel, oil, equipment repairs, etc.

The Contractor shall be responsible for the equipment provided in this contract at all times and at all locations during the term of the contract. The Contractor shall have no claim against the Department of Transportation for any expense involving damage or loss to the contractor's equipment (including vandalism, theft, fire and acts of God, etc.) arising out of, or relating to, work performed under this agreement.

Any designated landscaped areas and/or wetland mitigation sites (as determined by the Engineer) within the limits noted above will be omitted from the contract.

Payment for this work will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Cutting and Removal of Vegetation, (County) Primary	Each
Cutting and Removal of Vegetation, (County) Secondary	Each
Guardrail/Guiderail, (County) Primary	Linear Feet
Guardrail/Guiderail, (County) Secondary	Linear Feet

#### **LITTER PICK-UP:**

Litter pick-up shall be performed on all areas. There shall be no direct payment for litter pick-up, as this work will be considered incidental to the contract.

#### **POSTED WEIGHT LIMITS:**

The Contractor's attention is directed to the fact that many primary and secondary roads and bridges are posted with weight limits less than the legal limit. The Contractor will not be allowed to exceed the posted weight limits in transporting materials or equipment to the project. The Contractor should make a thorough examination of all maps and haul routes on this project.

#### **COOPERATION WITH STATE FORCES:**

The NCDOT reserves the right at any time for State Forces to perform other or additional work on or near the work covered by the contract. When State Forces perform work near where contract work is being performed, the Contractor shall conduct their work so as not to interfere with work being performed by State Forces and vice versa. The Contractor shall conduct their operations in such a manner as to avoid damaging any work being performed by State Forces or which State Forces have completed.

#### **TRAFFIC CONTROL:**

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, North Carolina Department of Transportation *Standard Specifications for Roads and Structures*, and the current edition of the *Manual of Uniform Traffic Control Devices* (MUTCD).

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be

removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists. Portable signs may be used in lieu of stationary signs, as directed by the Engineer.

Traffic movements through lane closures on roads with two way traffic shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles. The Contractor shall not close more than one lane of traffic without prior approval of the Engineer.

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the *Manual of Uniform Traffic Control Devices* (MUTCD).

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in subarticle 108-7(2) of the *Standard Specifications*.

There shall be no direct payment for performing Traffic Control operations, as this work will be considered incidental to the contract.

## **STANDARD SPECIAL PROVISION**

### **AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS**

(5-20-08)

Z-2

*General Statute 143C-6-11. (h) Highway Appropriation* is hereby incorporated verbatim in this contract as follows:

- (h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11*©. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13(E), of the *North Carolina Department of Transportation Standard Specifications for Roads and Structures*, dated July 1, 2006.

## **STANDARD SPECIAL PROVISION**

### **ERRATA**

(7-21-09)

Z-4

Revise the *Standard Specifications for Roads and Structures July 2006* on all projects as follows:

#### **Division 1**

Page 1-1, replace AREA - American Railway Engineering Association with ***American Railway Engineering and Maintenance of Way Association***.

Page 1-7, remove –L- in middle of page after INVITATION TO BID and before LABORATORY.

Page 1-25, 102-16(R), move 2nd paragraph to left margin. It is not a part of this subarticle, but part of the entire article.

#### **Division 2**

Page 2-9, Subarticle 225-1(C), 1<sup>st</sup> paragraph, 2<sup>nd</sup> line, last word, add a “d” to make the word grade become ***graded***.

Page 2-15, Subarticle 226-3, 5th paragraph, first line, replace the word *in* with the word *is*.

Page 2-23, Subarticle 235-4(B)(9), at the end of the sentence, replace finished greater with finished ***grade***.

Page 2-28, Article 260-3, First paragraph, second line, remove the word *foot*.

#### **Division 3**

Page 3-13, Article 340-4, Second paragraph, change Flowable Backfill to Flowable ***Fill***

#### **Division 4**

Page 4-29, Article 420-13(A) Description, change reference from Section 1082 to ***Article 1081-6***.

Page 4-40 Subarticle 420-17(F) first line, change Subarticle 420-17(B) to ***(B) herein***.

Page 4-70, Article 442-13(B) Second sentence, change SSPC Guide 6I to SSPC Guide ***6***.

Pages 4-72, 4-74, 4-76, at the top of the page, substitute the heading Section 452 with Section ***450***.

Page 4-79, at the top of the page, substitute the heading Section 450 with Section ***452***

Page 4-80, change 452-7 to 452-***6*** at the top of the page.

Page 4-80, change Pay Item \_\_\_\_Steel Pile Retaining Walls, to ***Sheet*** Pile Retaining Walls.

Page 4-88, 462-4, Title, Replace last word Measurement with the word ***PAYMENT***

#### **Division 5**

Page 5-8, Article 501-15 Measurement and Payment, delete the 4th paragraph that begins The quantity of lime, measured as provided ...

Page 5-14, Article 520-11 Measurement and Payment, first paragraph, second line, delete *will be*.

## Division 6

Page 6-3, Article 600-9, 2nd Paragraph on this page, replace 818-5 with 818-4.

Pages 6-30 and 31, Subarticle 610-3(A)(13) Move 2 paragraphs from the margin to the right under the number (13).

Page 6-43, Article 610-8, 4th paragraph, remove the first *the*

Page 6-44, 2nd full paragraph, 1<sup>st</sup> sentence, delete the first *and* and add *transverse* just before cross-slope control.

Page 6-51, at the top of the page, add **610-14** on the same line, and just before the heading MAINTENANCE.

Page 6-53, Article 620-4 sixth paragraph, second line; the word that should be *which*.

Page 6-66, title, Replace EXISTNG with **EXISTING**

Page 6-66, Article 657-1, Description, first sentence, replace PS/AR (hot-poured rubber asphalt with *hot applied joint sealer*.

Page 6-66, Article 657-2, replace PS/AR (Hot-Poured Rubber Asphalt with the following:

Item	Section
<b><i>Hot Applied Joint Sealer</i></b>	<b><i>1028-2</i></b>

Page 6-67, at the top of the page, substitute the heading Section 654 with Section **657**.

Page 6-67, Article 657-3 Construction Methods, 2nd paragraph, replace PS/AR sealant with *hot applied joint sealer*.

Page 6-71, 660-9(B)(1), Replace the first sentence of the first paragraph with the following:

**Using the quantities shown in Table 660-1, apply asphalt material to the existing surface followed by an application of No. 78 M or lightweight aggregate.**

Page 6-89; Add a period at the end of the last sentence at the bottom of the page.

Page 6-90, Article 663-5, first paragraph, first sentence, change 50oF to **50°F**; third paragraph, fourth sentence change 325oF to **325°F**.

## Division 7

Page 7-12, at the top of the page, substitute the heading Section 710 with Section **700**.

Page 7-15, Article 710-9, 4th paragraph, last line, change 710-11(B) to 710-10(B).

## Division 8

Page 8-13, Article 808-3, 4th Paragraph, third line, replace Eexcavation with ***Excavation***

Page 8-35, Article 848-2, Item: Replace Cncrete with ***Concrete***

### Division 9

Page 9-2, add **901-3** just before CONSTRUCTION METHODS

### Division 10

Page 10-12, near bottom of page add **(C)** before Proportioning and Mixing of Modified Compositions, which should be bold type.

Page 10-28, at the top of the page, substitute Section 100**6** for 1005.

Page 10-54, Subarticle 1018-2A), First line, substitute **(B)** for II, third line, substitute **(B)(2)** for II-b.

Pages 10-56, 10-58, 10-60 at the top of the page, substitute Section 1018 with Section **1020**.

Page 10-84, Table 1042-1, Class 2, Maximum, change from 23r to **23**.

Page 10-84, Article 1042-2 Testing, last sentence, replace the word alterations with the word **cycles**.

Page 10-100, Table 1056-1, replace on the line for Trapezoidal Tear Strength:

Type 1	Type 2	Type 3		Type 4
		Class A	Class B	Soil Stabilization
<b>45 lb</b>	<b>75 lb</b>	--	--	<b>75 lb</b>

Page 10-116, Subarticle 1070-10, first paragraph, second sentence, add **or** just before cold-forged sleeve.

Pages 10-136 through 10-147, at the top of the page, substitute Section 1074 with Section **1072**.

Page 10-157, Article 1077-11, first paragraph, change the reference from Subarticle 420-18(B) to Subarticle 420-**17**(B).

Page 10-200, Subarticle 1080-14(B), change reference to ASTM D33**59**

Page 10-211, at the top of the page, substitute Section 1081 with Section **1082**.

Page 10-229, add **1088-6 BLANK** on the line above 1088-7 TUBULAR MARKERS.

Page 10-244, add **1089-10 BLANK** and **1089-11 BLANK** on the lines just above 1089-12 FLAGGER.

Page 10-272, delete Article 1098-6 in its entirety. Renumber Articles 1098-7 through 1098-17 as Articles 1098-6 through 1098-16 consecutively.

### Division 12

Page 12-21 Add **1266-2** just before the heading MATERIALS.

### Division 14

Page 14-33, Article 1413-6, first paragraph, first sentence, first line, replace made with **paid for**.



### Division 15

- ❑ Page 15-2 add **1500-4** just before the heading WEEKEND, NIGHT AND HOLIDAY WORK.
- ❑ Page 15-4, Subarticle 1505-3(A)(2), replace the 2nd line with the following: ***Provide shielding or shoring as required under Section 150 or as required elsewhere in the contract.***
- ❑ Page 15-5, add **1505-6** on the same line and just before the heading MEASUREMENT AND PAYMENT. (Remove the period after PAYMENT.)
- ❑ Page 15-6, Article 1505-6(3), delete *in Section 1175* and replace it with *elsewhere in the contract*.
- ❑ Page 15-8, add **1510-4** on the same line and just before the heading MEASUREMENT AND PAYMENT.
- ❑ Page 15-10, substitute **BLANK** for CONSTRUCTION REQUIREMENTS on the same line and just before 1515-4.
- ❑ Page 15-10, substitute **CONSTRUCTION REQUIREMENTS** for General Requirements
- ❑ Page 15-10, Article 1515-4, add **(D)** just before the bolded Fire Hydrants.
- ❑ Page 15-13, Article 1520-3, 8th paragraph, add ***pipe*** after diameter.
- ❑ Page 15-22, add **1540-3** on the same line and just before the heading CONSTRUCTION REQUIREMENTS.
- ❑ Page 15-28, Replace 1550-6 METHOD OF MEASUREMENT with ***MEASUREMENT AND PAYMENT.***

### Division 16

- ❑ Page 16-12, Subarticle 1632-1(C) ¼ Inch hardware cloth, change the minimum width from 24 inches to 48 inches.

**END**

## **STANDARD SPECIAL PROVISION**

### **PLANT AND PEST QUARANTINES**

#### **(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)**

(3-18-03)

Z-04a

#### **Within quarantined area**

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

#### **Originating in a quarantined county**

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

#### **Contact**

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.com/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

#### **Regulated Articles Include**

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

## **STANDARD SPECIAL PROVISION**

### **MINIMUM WAGES**

(7-21-09)

Z-5

**FEDERAL:** The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

**STATE:** The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees, wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, Federal or State. It is the responsibility of the Contractor to keep fully informed of all Federal and State Laws affecting his contract.

**EXECUTION OF BID**  
**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

**CORPORATION**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_  
Full name of Corporation

\_\_\_\_\_  
Address as prequalified

Attest _____ Secretary/Assistant Secretary <i>Select appropriate title</i>	By _____ President/Vice President/Assistant Vice President <i>Select appropriate title</i>
--	--

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's name

**CORPORATE SEAL**

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID**  
**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**  
**PARTNERSHIP**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_  
Full Name of Partnership

\_\_\_\_\_  
Address as Prequalified

By

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID**  
**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**  
**LIMITED LIABILITY COMPANY**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_  
Full Name of Firm

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Member/Manager/Authorized Agent  
*Select appropriate title*

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's Name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID**  
**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**  
**JOINT VENTURE (2) or (3)**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

Instructions: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1)	<hr/>		<hr/>
	Name of Joint Venture		
(2)	<hr/>		<hr/>
	Name of Contractor		
	<hr/>		
	Address as prequalified		
	<hr/>	By	<hr/>
	Signature of Witness or Attest		Signature of Contractor
	<hr/>		<hr/>
	Print or type Signer's name		Print or type Signer's name
	<i>If Corporation, affix Corporate Seal</i>	and	
(3)	<hr/>		<hr/>
	Name of Contractor		
	<hr/>		
	Address as prequalified		
	<hr/>	By	<hr/>
	Signature of Witness or Attest		Signature of Contractor
	<hr/>		<hr/>
	Print or type Signer's name		Print or type Signer's name
	<i>If Corporation, affix Corporate Seal</i>	and	
(4)	<hr/>		<hr/>
	Name of Contractor (for 3 Joint Venture only)		
	<hr/>		
	Address as prequalified		
	<hr/>	By	<hr/>
	Signature of Witness or Attest		Signature of Contractor
	<hr/>		<hr/>
	Print or type Signer's name		Print or type Signer's name

*If Corporation, affix Corporate Seal*

**NOTARY SEAL**

*Affidavit must be notarized for Line (2)*

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

*Affidavit must be notarized for Line (3)*

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

*Affidavit must be notarized for Line (4)*

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID**  
**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**  
**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

Name of Contractor

\_\_\_\_\_  
Individual name

Trading and doing business as

\_\_\_\_\_  
Full name of Firm

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Contractor, Individually

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**EXECUTION OF BID**  
**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**  
**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

Name of Contractor \_\_\_\_\_  
Print or type Individual name

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Contractor, Individually

\_\_\_\_\_  
Print or type Signer's Name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## DEBARMENT CERTIFICATION

### Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation that is file with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

### **DEBARMENT CERTIFICATION**

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

☐

Check here if an explanation is attached to this certification.

# North Carolina Department of Transportation

## BID FORM

WBS ELEMENTS: 2B.101611, 2B.201611, 2B.102511, 2B.202511, 2B.106911, 2B.206911,  
2.101611, 2.201611, 2.102511, 2.202511, 2.106911, 2.206911

COUNTIES: Carteret, Craven, Pamlico

DESCRIPTION: Cutting and Removal of Vegetation and Debris at Designated Bridges,  
Culvert, Pipes, Guardrails, and Guiderails

BID OPENING: Wednesday, October 4, 2011

ITEM	SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
1	SP	CUTTING AND REMOVAL OF VEGETATION, CARTERET PRIMARY	23	EA		
2	SP	CUTTING AND REMOVAL OF VEGETATION, CARTERET SECONDARY	32	EA		
3	SP	CUTTING AND REMOVAL OF VEGETATION, CRAVEN PRIMARY	53	EA		
4	SP	CUTTING AND REMOVAL OF VEGETATION, CRAVEN SECONDARY	74	EA		
5	SP	CUTTING AND REMOVAL OF VEGETATION, PAMLICO PRIMARY	18	EA		
6	SP	CUTTING AND REMOVAL OF VEGETATION, PAMLICO SECONDARY	29	EA		
7	SP	GUARDRAIL/GUDERAIL, CARTERET PRIMARY	46,054	LF		
8	SP	GUARDRAIL/GUIDERAIL, CARTERET SECONDARY	9,574	LF		
9	SP	GUARDRAIL/GUIDERAIL, CRAVEN PRIMARY	173,702	LF		
10	SP	GUARDRAIL/GUIDERAIL, CRAVEN SECONDARY	20,148	LF		
11	SP	GUARDRAIL/GUIDERAIL, PAMLICO PRIMARY	54,636	LF		
12	SP	GUARDRAIL/GUIDERAIL, PAMLICO SECONDARY	5,340	LF		

***TOTAL BID FOR PROJECT:*** \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

Federal Identification Number \_\_\_\_\_ Contractors License Number \_\_\_\_\_

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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**THIS SECTION TO BE COMPLETED BY NC DEPARTMENT OF TRANSPORTATION**

*This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2006.*

*Reviewed by NCDOT* \_\_\_\_\_ *Date* \_\_\_\_\_  
*Contract Officer*

*Accepted by NCDOT* \_\_\_\_\_ *Date* \_\_\_\_\_  
*Division Engineer*

SUMMARY OF QUANTITIES				
<u>COUNTY</u>	<u>WORK ORDER</u>	<u>SYSTEM</u>	<u>ROUTE</u>	<u>BRIDGE#, CULVERT # (C), PIPE # (P)</u>
CARTERET	2B.101611	PRIMARY	US-70	7,8,13,29,33,35,37,38,39,41,45,P-42
			NC-12	12,16
			NC-24	11,23
			NC-58	6,9,24,30
			NC-101	10,14,31
	2B.201611	SECONDARY	SR-1101	49
			SR-1104	63
			SR-1106	91
			SR-1124	20,21,22,76
			SR-1125	83
			SR-1133	43
			SR-1137	P-25
			SR-1140	40
			SR-1154	26,27,28
			SR-1161	P-81
			SR-1162	94
			SR-1165	32
			SR-1176	34
			SR-1182	68
			SR-1247	95
			SR-1300	1,3,4,P-2
			SR-1316	P-86
			SR-1325	15
			SR-1331	P-17
			SR-1333	18,P-98
			SR-1335	73,96
			SR-1391	57

SUMMARY OF QUANTITIES				
COUNTY	WORK ORDER	SYSTEM	ROUTE	BRIDGE#, CULVERT # (C), PIPE # (P)
CRAVEN	2B.102511	PRIMARY	US-17	C-24,44,C-56,C-63,222,231,232,233, 235,238,C-251
			US-70	1,67,69,71,72,75,76,77,78,79,80,83, 84,85,86,87,88,89,91,92,93,C-90,221,234, 236,237
			US-70 BUS	60
			NC-41	40
			NC-43	34,35,50,207,209,256,257,264,265
			NC-55	C-4,C-15,37,49,C-51,61,65,223
			NC-101	33,C-42
			NC-118	38
	2B.202511	SECONDARY	SR-1001	52,103
			SR-1003	18,19,21,22
			SR1004	12
			SR-1005	211,212
			SR-1100	151,152,153
			SR-1101	9,150
			SR-1102	C-8,P-188
			SR-1111	10,P-11
			SR-1144	125
			SR-1167	P-217
			SR-1200	82
			SR-1213	160
			SR-1224	P-45,P-47
			SR-1226	46
			SR-1227	P-193
			SR-1232	66,P-68,P-70
			SR-1236	P-137
			SR-1237	119
			SR-1239	53,54
			SR-1244	C-36
			SR-1245	129,P-130
			SR-1256	C-210
			SR-1258	P-58
			SR-1259	59
			SR-1262	206
			SR-1264	55
			SR-1272	177
			SR-1403	149
			SR-1420	187
			SR-1431	81
			SR-1433	124,208
			SR-1440	32,P-252
			SR-1444	P-39,P-102
			SR-1464	41
			SR-1465	43
			SR-1475	57
			SR-1476	30
			SR-1478	31
			SR-1610	205
			SR-1611	13
			SR-1615	74
			SR-1617	P-64
			SR-1620	P-96
			SR-1621	26,P-25,P-62
			SR-1622	23
			SR-1623	16
			SR-1624	17
			SR-1627	20
			SR-1628	P-213
			SR-1630	27
			SR-1637	175
			SR-1641	29
			SR-1642	P-254
			SR-1643	73
			SR-1700	3,5
			SR-1715	2
			SR-1746	7
			SR-1763	176

SUMMARY OF QUANTITIES				
<u>COUNTY</u>	<u>WORK ORDER</u>	<u>SYSTEM</u>	<u>ROUTE</u>	<u>BRIDGE#, CULVERT # (C), PIPE # (P)</u>
PAMLICO	2B.106911	PRIMARY	NC-33	15,C-34
			NC-55	19,32,36,37,38,43
			NC-304	24,31,35,40,42,44,C-26,C-27,C-29,C-30
	2B.206911	SECONDARY	SR-1005	12,14,20,21,28
			SR-1100	13
			SR-1002	9
			SR-1115	56
			SR-1125	C-5
			SR-1126	P-2
			SR-1128	1
			SR-1203	P-7
			SR-1204	67
			SR-1205	C-39
			SR-1224	75
			SR-1228	10,58
			SR-1230	11
			SR-1302	57
			SR-1303	64
			SR-1304	65
			SR-1308	53
			SR-1316	18
			SR-1317	P-23
			SR-1321	P-77
			SR-1324	16
			SR-1327	17
			SR-1343	8
			SR-1344	4



## CARTERET COUNTY GUARDRAILS

<u>ITEM #</u>	<u>ROUTE</u>	<u>DESCRIPTION</u>	<u>MEAS. FT</u>	
1	NC 58	At Jones County Line	796	
2	NC 58	0.1 Mile S of SR 1284 @ Pettiford Creek	508	
3	NC 58	Emerald Isle Bridge Cape Carteret Side	458	
4	NC 58	Emerald Isle Bridge Emerald Isle Side	458	
5	NC 24	At Goose Creek Loop & BJ Taylor (SR 1227 & 1225)	639	
6	NC 24	At Broad Creek Bridge	883	
7	NC 24	Bridge 0.1 Mile East of George Taylor (SR 1123)	1142	
8	US 70	Bridge west of Radio Island	329	
9	US 70	Radio Island Bridge	404	
10	US 70	Railroad near Tom Mann Rd (SR 1129)	160	
11	US 70	At Nine Foot Rd (SR 1124)	290	
12	US 70	Newport River Bridge {3 sections}	4781	
13	NC 101	At Old Wineberry (SR 1155) @ Harlowe Creek Bridge	1140	
14	NC 101	At Hardesty Loop (SR 1160) & Intercoastal Waterway Bridge	1444	
15	NC 101	Russells Creek (SR 1165) Bridges	543	
16	NC 101	At Airport Rd (SR 1212)	29	
17	US 70	Ward's Creek Bridge 1 Mile East of Golden Farm Rd (SR 1324)	828	
18	US 70	At Williston Bridge	570	
19	US 70	Bridge 3.5 Miles East of Williston	806	
20	US 70	Oyster Creek Bridge 3 Miles East of Davis	905	
21	US 70	Bridge 0.1 Mile west of Stacy	832	
22	US 70	Open Grounds Farm Canal	462	
23	US 70	Nelson Bay Bridge @ Sea Level	1962	
24	NC 12	Thoroughfare Bay Bridge {Highrise}	1048	
25	NC 12	West Bay Bridge	610	
26	SR 1300	Merrimon Rd near Laurel Road	500	
27	SR 1300	Merrimon Rd at Buck Creek	364	
28	SR 1300	Merrimon Rd at Loyal Road	190	
29	SR 1154	Mill Creek Rd right outside of Newport	871	
30	SR 1154	Mill Creek Rd just before left turn	426	
31	NC 58	Hadnot Creek Bridge	1000	
32	SR 1124	Nine Mile Rd - Closest to NC 24	830	
33	SR 1124	Nine Mile Rd - Near Robert Rd	411	
34	SR 1125	Nine Foot Rd	1195	
			<b>TOTAL</b>	
			27814	LF
			5.27	MILES
		Primary	23027	LF
		Secondary	4787	LF

## CRAVEN COUNTY GUARDRAILS

<u>ITEM #</u>	<u>ROUTE</u>	<u>DESCRIPTION</u>	<u>MEAS. FT</u>	
1	SR 1476	Clayroot Swamp Bridge (Pitt/Craven line)	150	
2	US 17 Bus.	At Railroad & Dawson Ln (SR 1654)	162	
3	SR 1440	At Bridge	186	
4	US 17	At Railroad 0.1 Mile South of Old Brick Rd (SR 1628)	160	
5	NC 43	At Weyerhauser Bridge	1000	
6	NC 43	At Bridge 0.1 Mile North of Ipock Ln (SR 1243)	820	
7	US 70	At NC 41 Overpass	820	
8	US 70	At SR 1224 Overpass (Tuscarora)	820	
9	US 70	At SR 1225 Overpass (Clarks)	820	
10	US 70	At NC 43 Overpass (Glenburnie)	820	
11	US 70	At US 17 Overpass & Railroad	544	
12	US 70	At US 17 Overpass & Railroad (additional)	103	
13	US 70	At SR 1200 Overpass (Pembroke)	410	
14	SR 1004	At Bridge between SR 1938 & SR 1187	967	
15	US 70	At Railroad	340	
16	US 70	At Slocum Creek Bridge	1115	
17	US 17	Big Bridge @ Bridgeton	19978	
18	US 17	Bridge @ New Bern	9577	
19	US 70	Service Road in Havelock	650	
20	NC 118	Off of NC 43 near Vanceboro	1203	
21	SR1100	Catfish Lake Road Set 1	270	
22	SR1100	Catfish Lake Road Set 2	272	
23	SR1100	Catfish Lake Road Set 3	265	
24	SR1470	Maple Cypress Rd	2019	
25	SR1005	East of Cove City	1380	
26	SR1641	Old Washington Rd off of US 17N	216	
27	SR 1478	Butler Ford Rd (off NC 43 near Vance)	293	
28	SR 1003	Near Cayton	578	
29	SR 1615	Rowes Corner	920	
30	SR 1627	Great Swamp Rd	210	
31	SR 1623	High Bridge Rd	873	
32	NC 43	Just before Vanceboro	806	
33	SR 1005	Old 70 between Sanders Rd and Hyman Rd	1050	
34	SR 1431	Wildlife Rd By Handy Mart on US 17	425	
35	NC 43	1st bridge coming from NC 55	6040	
36	NC 43	Bridge @ US 70	4040	
37	US 17	South of New bern to US 70	34148	
38	US 17 Bus.	Trent Rd	800	
39	US 70	Underpass	1675	
			<b>TOTAL</b>	
			96925	LF
			18.36	MILES
		Primary	86851	LF
		Secondary	10074	LF

## PAMLICO COUNTY GUARDRAILS

<u>ITEM #</u>	<u>ROUTE</u>	<u>DESCRIPTION</u>	<u>MEAS. FT</u>	
1	NC 55	Bridge at Oriental	1106	
2	SR 1005	At Arapahoe	794	
3	SR 1005	At intersection with (SR 1357)	752	
4	SR 1002	At North Prong of Bay River	378	
5	NC 304	Near intersection with Wise Neck Rd (SR 1227)	1143	
6	NC 304	At Gales Creek	5985	
7	NC 33	At intersection with NC 304	11489	
8	NC 33/304	Hobucken Bridge	2002	
9	SR 1230	Upper Spring Creek Bridge	527	
10	Old NC 33	Hobucken Bridge	550	
11	SR 1303	Camp Don Lee	219	
12	NC55	Pamlico-Craven Co. line	1830	
13	NC55	Pass Olympia Rd (SR 1126)	688	
14	NC55	Start of curb & gutter at Reelsboro	918	
15	NC55	Pass 1005 turn off at Reelsboro	230	
16	NC55	At Affordable Floor Works	540	
17	NC55	At Prescott Rd (SR 1105)	837	
			<b>TOTAL</b>	
			29988	LF
			5.68	MILES
		Primary	27318	LF
		Secondary	2670	LF

